cars is not an additional servitude, and gives the owner no such right. *Sears* v. *Crocker*, 69 N. E. Rep. 327. To reconcile such decisions under any single principle which will at the same time furnish a workable rule in deciding new questions, seems well-nigh hopeless. The one first noticed, that of reasonable use, for example, though often laid down, is so vague as to be nearly worthless when applied to meet new conditions. In place of any single principle it is submitted that the authorities fairly result in the following distinct propositions, which define the proper limits of the public's right. (1) The public may make repairs and incidental changes in the land necessary for the fullest enjoyment of its easement. (2) Uses of a highway that are long established and usual, together with new ones analogous to them, such as use for sewers, gas-pipes, etc., impose no additional burden on the land, since they must fairly have been within the owner's contemplation when the easement was acquired. (3) Since a highway is primarily for travel, a strong presumption arises that any use of the land for this purpose is within the scope of the easement, even although its form may be entirely new. This presumption, however, is rebutted by proof that the new mode of travel is necessarily very burdensome or prejudicial to the landowner. The Massachusetts case last referred to is clearly within the application of the third principle thus advanced; and in the absence of any showing that the tunnel would be unreasonably burdensome to the abutter, it is believed to be sound.

APPORTIONMENT OF A LAKE-BED. — The extensive cutting of forests in recent years has led to the disappearance of a great many fresh-water lakes. Every such occurrence may bring before the courts a most perplexing problem, namely, the apportionment of the lake-bed among the riparian owners. A recent Minnesota case furnishes an example. A non-navigable pond several hundred acres in area gradually dried up, leaving a tract of fertile land. The riparian owners, who, by the law of Minnesota, own the beds of non-navigable ponds, applied to have their boundary lines determined. The Supreme Court on appeal suggested that the riparian owners each take triangular pieces meeting at the centre of the pond. *Scheifert* v. *Briegel*, 96 N. W. Rep. 44.

The problem presented by the case would be greatly simplified if it were possible to say at the outset that there are in lake-beds definitely fixed boundary lines separating the property of the different owners. The law, however, is clearly against such a supposition. Boundaries under streams or lakes are not fixed, but vary with the changes in water-line.[1] If a lake, very deep at one end and shallow at the other, dries up, the owners on the shallow side will have their boundary lines lengthened as the waters recede at the expense of the owners on the deep side. For a correct adjustment of rights, then, it is apparent that a complete history of the pond in the course of its disappearance is necessary. But where an entire pond has wholly dried up in the course of a few years, and it is impossible to get such a history, it would be the practical thing to consider the pond as having disappeared instantaneously. Upon such an assumption the land would have the boundaries which existed at the time the tracts of land around the pond were laid out. It ought to be possible

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[1] Welles *v.* Bailey, 55 Conn. 292.

to determine these lines in any body of water, however irregular in shape, with some approximation to accuracy. Since the plan of apportionment suggested by the Minnesota court is wholly inapplicable to any body of water with deep indentations of shore-line, it cannot be accepted as the true solution of the problem.

The natural plan, and one which it is believed will suit all cases of this class, is, with some modification, that adopted in the case of streams. Boundary lines should run to the "thread" of the body of water, not to the centre. The "thread" of a lake consists of lines drawn from the central point of the various arms in such a way that points in those lines are equidistant from the nearest points in the shore-line on either side. These lines can be drawn with mathematical accuracy, but a rough method of determining them is to draw successive parallel shore-lines until the whole area is covered. The lines making up the "thread" will then be clearly apparent. The boundary of the various landowners' lines may then be drawn perpendicular to the shore-line, extending to the nearest point in the "thread."

It must be acknowledged that the plan suggested is inconsistent with the rule often laid down that each riparian proprietor should retain a proportionate part of the shore-line as the waters recede,[2] but that rule does not seem to have a fair basis in principle. It is surely no more than just that an owner of land bordering on a remote arm of a body of water should lose his riparian rights when the receding waters have left that arm dry land.

FORFEITURE IN CONTRACTS FOR THE SALE OF STANDING TREES. — The common form of contract for the sale of standing trees is absolute in terms, and contains a clause which limits the time in which the vendee may remove the trees; and if there be no such clause, the courts usually interpret the contract to contemplate the limitation of a reasonable time.[1] An interesting question arises as to the effect of this limitation when the time limited has expired. The weight of authority inclines strongly toward the view that in that event the vendee's rights in the timber are absolutely determined.[2] This is the attitude of the North Carolina courts, as is evidenced by a recent decision in that state. *Bunch* v. *Elizabeth City Lumber Co.*, 46 S. E. Rep. 24.

Such a result is easily reached if the Massachusetts view is taken that the contract conveys no title until the trees are severed from the realty.[3] If that is a sound interpretation, it is clear that, as to the standing trees at any rate, the vendee at the expiration of the period given him has neither present title nor opportunity to get it in the future.

But this interpretation, though convenient for the purpose of avoiding the fourth section of the Statute of Frauds, seems untrue, for it can hardly be doubted that the parties themselves look upon the transaction as one involving an immediate change in the ownership of the standing trees. The

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[2] Deerfield *v.* Arms, 17 Pick. (Mass.) 41.

[1] McRea *v.* Stillwell, 111 Ga. 65.

[2] Macomber *v.* Detroit, etc., R. R. Co., 108 Mich. 491; Saltonstall *v.* Little, 90 Pa. St. 422.

[3] Drake *v.* Wells, 11 Allen (Mass.) 141; Fletcher *v.* Livingston, 153 Mass. 388.